BANGALORE ELECRICITY SUPPLY COMPANY LIMITED

VOLUME-I

SECTION – INB (INSTRUCTION TO BIDDERS)

ENQUIRY No. CEE/BMAZ South/23-24/Enq no 04

1.0 The Chief Engineer (Ele), C,O&M, BMAZ South, BESCOM on behalf of Bangalore Electricity Supply Company Limited, invites tender through e-procurement portal (www.eproc.karnataka.gov.in) for Providing services of 22 numbers of drivers to various offices of West and South Circles in BMAZ South, BESCOM, Bangalore

1. Enquiry No.	**CEE/BMAZ South/23-24/Enq no-04**
2. Tender processing fee	**Refer e-procurement website** www.eproc.karnataka.gov.in
3. Earnest Money Deposit	Rs **62,335**/-
4. Date of availability of Bids	**13.07.2023 @ 16:00 Hrs**
5. Due date for submission of Bids	**27.07.2023 up to 16:00 Hrs**
6. Pre-bid Meeting	_
7. a) Date of opening of Techno commercial bid b) Date of opening of Price Bid	**a) 29.07.2023 @ 17:00 Hrs** **b) *Will be opened in e-procurement portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.***
8. General Terms and Conditions	**Enclosed herewith**
9. Price proposals	**The Bidder shall quote total amount for the required 22 nos. of drivers (5 No's of LV and 17 no's of HV) for total period of one year in terms of rupees in the price schedule.**

2.0 Issue of Tender documents.

Bidders can download the tender documents from e-procurement portal from **13.07.2023 16:00 hrs to 27.07.2023 16:00 Hours** (Free of cost) and techno commercial bid will be opened on **29.07.2023 @ 17 :00 Hrs.**

3.0 Submission of tender documents

All the Tender Documents shall be submitted through e-Procurement Portal on or before Last date of bid submission as mentioned in e-Procurement Portal.

The technical bids will be opened on **29.07.2023 @ 17 :00 Hrs** as mentioned in the e-Procurement Portal. Date of opening of Price Bids will not be intimated separately and will be opened in e-procurement portal after completion of techno commercial evaluation.

4.0 PRICES

The Rates shall be firm and no variation allowed.

The Rates for providing drivers **to various Offices of West and South Circle in BMAZ South, BESCOM**, Bangalore shall be as per the "Minimum Wages" fixed in the latest Govt. Notification for light and heavy drivers under employment not covered in any of the scheduled employment section.

a) Chief Engineer, C,O&M, BMAZ South, BESCOM reserves the right to accept/reject any/all Tender Tenders, without assigning any reason.

b) The quotation shall be valid for **180 days** from the date of opening of the tenders.

c) If the date of opening of Tender happens to be a Holiday in case of unforeseen condition the tender opening due date if declared as holiday/ for any reason or for unforeseen circumstances, the tender will be opened on the immediate next working day.

d) The Bidder shall quote the total amount to be paid for total number of driver services in e-procurement portal for a period of One year/12 months. Total amount shall include Minimum wages, VDA, EPF, ESI, GST & Service Charges.

e) The quoted Service charges shall be realistic and the bidder has to

indicate the service charges not less than 5% of the amount put to tender. Bidders who quote the service charges less than 5% of amount put tender are liable for rejection.

5.0 QUALIFYING REQUIREMENTS

1) The Manpower agency should be registered with Department of Labour, Govt of Karnataka for providing the services of manpower. The license copy so furnished shall be valid shall be uploaded.

2) The Agency should have provided a minimum of 50% number of drivers required for Light / Heavy Vehicles to any Defence establishments PSUs, GOVT Organizations (State/ Central), Electrical Distribution/ Transmission Company, for a minimum period of one year continuous service in any of the preceding three years as on the date of opening of the bid and work to an extent of minimum of **50%** of the cost of the work. DWA/Contract Order copies for the same shall be uploaded.

3) For having provided services as above, the performance certificates should be issued from the award issuing authority only, mentioning the period, number of manpower supplied, work order number with date shall be uploaded.

4) The Agency shall have EPF, ESI, Labour, GST, registration with the respective Government/Central Government authorities and proof of such registration shall be uploaded.

a) EPF Registration Number with date,
b) ESI Registration Number with date.
c) Bidders PAN Card Number.
d) GST registration Certificate.

5) The Agency shall be an assesse of Income Tax. The Copies of IT returns for the assessment years 2020-21, 2021-22 and 2022-23 shall be uploaded.

6) The annual turnover during any one of the assessment years as under QR (5) shall be **50% of the amount put to tender.** Audited balance sheets, Profit and Loss account/Income & Expenditure has to be certified by the registered Chartered Accountant of India only shall be uploaded as a proof for the above.

7) The Liquid Assets as on **10.07.2023** or at a later date consisting of (Cash at Bank+ Term Deposits + availability of fund based credit facility in any Nationalized / Scheduled Bank shall not be less than **25% of the amount put to tender** duly supported by the certificate signed by the bank shall be uploaded. **In case of different bank certificates, all the certificate shall be issued on same date.**

Availability of fund based credit facility shall be supported by a certificate issued by any Nationalized / Scheduled Bank duly indicating the sanctioned

amount, amount utilized and balance available and should be issued w.r.t concerned tender.

8) a. The Bidder should not be in Blacklist/Default in any Central Govt/State Govt/PSU offices. For this Self-declaration shall be uploaded.

b. The Bidder should not have defaulted in providing manpower services and remittance of EPF, ESI, GST and any other statutory deductions as per the labour norms. For this Self-Declaration shall be uploaded.

The Bidder shall upload all the necessary documentary proof in support of the qualifying requirements in the e-procurement portal. Non-submission of the proof leads to disqualification.

6.0 Supporting Documents mentioned above must be uploaded in the e-procurement portal. Failing to upload any of the documents shall lead to disqualification of the Agency/Bidder to participate in the tender.

The agency shall furnish the originals of all the documentary proof uploaded for the above mentioned Qualifying requirements, if required.

As per the BESCOM circular BESCOM/GM(A&HR)/BC-50/2505/2020-21/CYS-26 Dt: 28.12.2020 Service Charges shall be realistic and the bidder has to indicate the service charges not less than 5% of Basic+VDA+EPF+ESI.

In case of more than one bidder happens to be L-1, selection will be done on the basis of average highest turnover in the assessment years 2020-21, 2021-22 and 2022-23.

As per the BESCOM circular No: BESCOM/GM(A&HR)/BC-50/2505/2019-20/ CYS-20 Dt:05.02.2020, the successful bidder while providing 22 nos. of drivers, should ensure that there will 15% of SC members and 3% of ST members without fail.

The bidder/agency should not be penalised by competent court due to violation of Labour law.

The above stated requirements are a minimum and Chief Engineer, C,O&M, BMAZ South, BESCOM reserves the right to request for any additional information if required. Chief Engineer, C,O&M, BMAZ South, BESCOM reserves the right to accept OR reject any tender, without assigning any reason what so ever.

Notwithstanding anything stated herein above, BESCOM reserves the right to assess the capacity and capability of the bidder, if the circumstances warrant such assessment in the interest of BESCOM. BESCOM reserves the right to waive any minor non-conformity or any minor irregularity in an offer, if they do not affect the capability of the Bidder to perform the contract.

In case the uploaded bid documents could not be opened/not visible at the time of opening of Techno-commercial bids, the bids are liable for rejection.

In the event of the information furnished by the bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such bidders and may forfeit the bid security deposit and disqualify the offer of such bidder and blacklist the firm.

In the event of the information furnished by bidder is found to be false during the execution stage, then BESCOM is at its liberty to cancel the contract Order other than forfeiting the Security Deposits against the Contract Order and may blacklist the firm and recover the losses and levy liquidated damages.

If any false declaration is submitted by the bidder, then BESCOM reserves the right of rejection of contract and forfeiting of performance guarantee submitted by the firm.

The Bidder shall upload all the necessary documentary proof in support of the qualifying requirements in the e-procurement portal. Non-submission of the proof leads to disqualification.

The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.

7.0 Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting EMD, If they have:

◊ Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc., and/or

- ◊ Record of poor performance such as abandoning the services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc., and/or
- ◊ Participated in the previous tender for providing same service and had quoted unreasonably prices and could not furnish rational justification.

8.0 General Conditions

- ◊ The bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the bidder has accepted terms & conditions of the tender.
- ◊ Details of Payments Receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and GST, if sought.
- ◊ After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action.
- ◊ **Quantities noted above are provisional and subject to change as per provisions of KTPP Act.**
- ◊ **From time to time, if there is any increase in the minimum wages, the same shall be payable by BESCOM.**
- ◊ When the minimum wages are increased the amount will be increased in proportion towards wages, if the quoted prices are lesser than the increased amount of minimum wages act.
- ◊ BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
- ◊ The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
- ◊ The tender not submitted through e-procurement portal and also non-submission of EMD is liable to be rejected.
- ◊ BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.

- The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.
- The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations and the contractor has accepted the tender conditions.
- In the areas where ESI act is not covered, the agency shall obtain insurance cover for the Workmen's compensations for such outsourced staff in lieu of ESI.
- If the agency assigns or sub-lets the obligations under the agreement, the work order awarded automatically stand cancelled.
- **The Contract is for a period of one year from the date of contract order and further extendable up to one more year at the discretion of the competent authority of BESCOM with good performance**. In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice.
- The agency shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, at any time i.e., 24X7 on all 365 days. The representative/supervisor shall provide the details as directed without fail.
- **The successful bidder should offer driver for selection at the ratio of 1:2 and concerned officer will select them [i.e, twice the no. of drivers shall offered out of which required persons will be selected by BESCOM].**
- **Based on the performance, BESCOM may extend the contract for further extendable up to one more year at the discretion of the competent authority of BESCOM with good performance**
- **If competent authority recruits the drivers, this contract will be cancelled with one month prior notice to the successful bidder.**

Requirement of Personnel with Qualification:-

a. Minimum Qualification and knowledge Required for Drivers

1. The Driver should have passed 7th standard examination as minimum qualification.
2. A driver should have valid license for heavy/light vehicle from RTO authority with 3 yrs experience.
3. The driver shall be able to work as and when called during emergency, other than normal working hours.
4. Shall be physically fit and mentally sound.
5. Speaking in Kannada is a must.
6. Should be within the age group of 21 to 51 years.

9.0 The normal working hour for the driver:

i) General – 8.30 am to 6.30 pm.

ii) And for extra hours 1/8th of the per day salary shall be paid on pro-rata basis for every hour on certification by the concerned officer.

10.0 Supervision:-

Agency shall take the responsibility of inspecting their manpower on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the manpower provided.

11.0 Replacement

Agency shall provide continuous service of manpower by making standby / reserve staff and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous services of manpower at the designated locations.

12.0 Remuneration:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the driver's personnel under any circumstances.

13.0 Mode of payment:

1) The successful bidder/agency shall submit pre-receipted bill in duplicate to the Chief Engineer, BMAZ South, BESCOM before 7th of the succeeding month, with certification from the Officer in charge of the

duty duly countersigned by the Executive Engineer (El) of concerned Division for satisfactory completion of the work for payment of remuneration of the drivers. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

2) It is mandatory that, the agency shall make the payment to employees within 8th of the every month irrespective of payment received from BESCOM. It is the responsibility of the bidder to produce previous month's ESI, PF contribution receipts and salary aquittance of the deployed drivers along with the bill for payment. This shall be strictly adhered to, before making payment.
3) Before issuing the cheque to the agency, the accounts officer should ensure that the Agency shall produce bank statement of Drivers, as proof for having paid the previous month salary to the individual driver Bank account and EPF & ESI payments to the individual employee's account of the said contract order.
4) The Agency should produce copy of the cheque presented to the bank for remittance of salary & copy of bank pass-sheet for having debited the same amount, along with the list of 22 no's of drivers provided
5) The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual employees of the said contract order.
6) The agency shall submit the names of the individual personnel deployed, their qualification, their age and their knowledge in kannada as mentioned in the requirement of personnel to the incharge of the office where the manpower being deployed. The respective officer verify the documents and certify the same in the first bill. In case there is a change in the person deployed then approval shall be taken in writing from the jurisdictional officer and the substitute will also be equally qualified.
7) In case the bidder fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the bidder is liable to be blacklisted by the Client, in

addition to forfeiting of the monthly bills and Performance Security Deposit.

8) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of bidder failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the bidder or that may become due to the bidder under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

14.0 All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.

a) Minimum Wages Act, 1948.
b) Payment of Wages Act, 1936.
c) Contract Labour (Regulation and Abolition) Act, 1970.
d) Employees PF and Miscellaneous Provision Act, 1952.
e) Employees State Insurance Act, 1948.
f)Workmen's Compensation Act.
g) Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

15.0 The payment shall be restricted to the no. of driver services availed during that particular month as certified by the concerned official of the BESCOM.

16.0 The Agency shall furnish the following original documents/ enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

1) Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
2) Copy of EPF & ESI paid in the specific formats.
3) Copy of GST paid.
4) Each year during the month of December, Rs 3/-from each driver has to be deducted towards labour welfare fund and a contribution of Rs.6/- (each) from the contract agency side has to be paid to Welfare

Commissioner Karnataka Labour Welfare Board, My sugar building Annex, 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

17.0 The drivers engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

18.0 In case of any accidents, injuries etc to the engaged drivers of the agency, if any compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

19.0 The agency shall meet all the medical expenses of outsource employees for which agency should have the medical/accident insurance policy for its employees.

20.0 The Agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the agency shall be responsible for penalties levied by the appropriate authority under the Act. The Agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF contribution as may be applicable is the responsibility of the agency at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Agency shall be held responsible.

21.0 BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the agency. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The agency shall not be entitled to any other allowances or benefits which are not included in the contract.

22.0 In case the Tenderer, subcontract the tender to other contract agency, such Tenderer will be rejected by giving 7 days' notice. Any loss on

account of such acts to BESCOM shall be borne entirely by the agency itself.

23.0 Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement and the decision of Chief Engineer, C,O&M, BMAZ South, BESCOM, shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the Agency and the engaged manpower, BESCOM will not be a party and this has to be settled by the Agency himself at his own cost.

24.0 Two cover Tender

Tender should be in **two** parts namely **Part-I: Techno commercial** Bid containing full technical particulars and commercial terms and conditions.

Part-II: Price Bid containing prices.

25.0 Part II: PRICE PROPOSALS:

The Bidder shall quote the price in e-procurement portal in the provision provided for "Financial Bid Document" and has to quote the total charges for total required drivers for total period.

26.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

a) The bid must clearly indicate the name of the bidder, the type of **services to be provided.**

a. The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of **Electronic**/scanned copies in the e-procurement Portal only by the participating Bidders. Any Documents submitted through hard copies will not be accepted.

27.0 COST OF BIDDING

The Bidder **shall bear** all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other

presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

28.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	Section-INB-Instructions to Bidders
	Section-GCC-General Terms and Conditions of Contract
	Volume-II
	Section-a) Techno-commercial sheets

29.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of bid.

30.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may

notify owner in writing. Owner will respond in writing /upload in the Website/issue corrigendum in the website/ issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than 7(Seven) days prior to the deadline for submission of bids prescribed by owner. Written copies of owner's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document. Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

31.0 AMENDMENT TO BIDDING DOCUMENT

At any time prior to the deadline for submission of bids, owner may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).

The amendment will be notified in the e-procurement portal. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at his discretion, extend the deadline for the submission of bids as deemed fit.

Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

32.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in the **English language**, provided that any printed literature uploaded by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

33.0 DOCUMENTS COMPRISING THE BID

- The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the services to be rendered, a brief description of services, quantity and prices and **upload in the e-procurement portal**.
- The Bidder shall also **upload** documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying General Conditions of Contract if any.
- The Earnest Money Deposit shall be uploaded /furnished in accordance with the EMD clause.

34.0 EARNEST MONEY DEPOSIT (BID GUARANTEE)

The bidders shall pay EMD of **₹ 62,335/-** through any one of the four e-payment modes mentioned in the e-Procurement Portal which is as detailed below:

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the e-Procurement portal using any of the following payment modes:

- **Credit Card**
- **Direct Debit**
- **National Electronic Fund Transfer (NEFT)**
- **Over the Counter (OTC)**

Note: In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time/Date.

- Earnest money deposited by unsuccessful Tenderers will be returned as soon as possible after the tender has been finalized.
- EMD of successful bidder will be refunded after fulfilment of security deposit clause/Performance Guarantee clause.

- The deposit towards EMD as above shall not carry any interest.
- **Permanent EMD will not be considered.**

The bid guarantee may be forfeited:

a. If a Bidder withdraws / modifies his bid during the period of bid validity specified by the Bidder on the Bid Form; or

b. In case of a successful Bidder, if the Bidder fails to sign the Contract; or furnishing the Agreement within the prescribed date.

c. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit.

35.0 PERIOD OF VALIDITY OF BIDS

- Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.
- In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including cable or telex). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

36.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

30.0 BASIS OF EVALUATION & COMPARISON

The bidders shall quote for the required service in price schedule and L1 will be arrived based on the price quoted in the tender.

31.0 The techno – commercial evaluation:

For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Payment of the EMD

b) Qualifying Requirements

c) Acceptance for payment terms & confirming to all terms and other commercial conditions

d) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

e) Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a subject deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

32 COMPARISON OF PRICE BIDS

The Chief Engineer, (Ele.,) C,O&M, BMAZ South, BESCOM, NT Road, Bangalore-1 will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall be on the basis of total cost for the services, which shall include all the wages as well as taxes and also any discounts offered by the Bidder.

All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract.

In case of more than one bidder happens to be L-1, selection will be done on the basis of average highest turnover in the assessment years 2020-21,2021-22 and 2022-23

D. SUBMISSION OF BIDS

33.0 FORMAT OF BID

- The bids shall be **uploaded in the e-procurement portal**, on or before the last date and time of submission of bids. Bids not submitted through e-procurement portal and non submission of EMD will be disqualified.
- The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the E-Procurement website. **(www.eproc.karnataka.gov.in)**

34.0 DEADLINE FOR SUBMISSION OF BIDS

- Bids must be uploaded in the e-procurement portal on or before **29.07.2023 16:00 Hours.**
- The Chief Engineer, BMAZ South, BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

35.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. BID OPENING AND EVALUATION

36.0 OPENING OF BIDS

36.1 The Chief Engineer, BMAZ South, BESCOM, will open bids submitted through e-procurement portal in the presence of Bidders' representatives (up to 2 persons) who choose to attend at the date and time for opening of bids or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders. The Bidders' representatives, who are present, shall sign in a register evidencing their attendance.

36.2 The Bidders' names, bid withdrawals and the presence or absence of the requisite EMD and such other details as owner, at its discretion, may consider appropriate will be announced at the techno-commercial bid opening.

36.3 No electronic recording devices will be permitted during bid opening.

36.4 Price bids of techno-Commercially responsive bidders will be opened in e-procurement portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bids will not be issued.

37.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

38.0 PRELIMINARY EXAMINATION

38.1 Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether all the necessary documents have been properly uploaded, and whether the bids are generally in order.

38.2 Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

39.0 BASIS OF EVALUATION & COMPARISON

The bidders shall quote for the driver service in price schedule and L1 will be arrived based on the total price quoted for the services.

40.0 The techno – commercial evaluation:

For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Payment of the EMD
b) Qualifying Requirements
c) Acceptance for payment terms & confirming to all terms and other commercial conditions
d) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
e) Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material/service deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

41.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

42.0 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as Chief Engineer (Ele), C,O&M, BMAZ, South, BESCOM, will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF CONTRACT ORDER

43.0 AWARD CRITERIA

Chief Engineer (Ele), C,O&M, BMAZ South, BESCOM, will place the Contract Order on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Chief Engineer, BMAZ South, BESCOM, shall be the sole judge in this regard.

44.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Chief Engineer (Ele), C,O&M, BMAZ South, BESCOM, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

45.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

Chief Engineer (Ele), C,O&M, BMAZ South, BESCOM, shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

46.0 NOTIFICATION OF AWARD: Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing by registered letter or fax, that its bid has been accepted.

47.0 Issue of contract Order

Contract order will be issued by the Chief Engineer (Ele), BMAZ South, BESCOM, Whatever may be the conditions of sale specified or indicated in the quotations, it is only the conditions indicated in the Contract Order and Scope of the work / technical specifications which will be binding upon BESCOM. On receipt of the Contract Order if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

48.0 TERMINATION FOR DEFAULT:

The Contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the Security Deposit /EMD amount paid by the agency will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract.
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI & PF amount of its employees to the concerned authority.
e. If the agency fails to make payment to manpower availed within the time specified above under clause 14.0
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied/services provided.

For any enquiries/held with respect to the tender floated in the e-procurement portal the details are as follows: Supports Timings: (9.00 am to 9.00 pm) Help Desk: +91 80 46010000, +91 80 68948777, or e-mail to support@eprochelpdesk.com

-Sd/-
Chief Engineer (Ele)
C,O&M, BMAZ South, BESCOM.